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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39.S/R VOUCHER NUMBER	40. PAID BY			
<input type="checkbox"/> 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42.a. RECEIVED BY (<i>Print</i>)		
			42b. RECEIVED AT (<i>Location</i>)		
			42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

DESCRIPTION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice and following the Contract by Negotiation Procedures in FAR Part 15. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION. PROPOSALS ARE BEING REQUESTED AND A SEPARATE WRITTEN SOLICITATION WILL NOT BE ISSUED.

The US Environmental Protection Agency's (EPA) Office of Acquisition Management (OAM) is seeking proposals to facilitate the EPA's implementation of common solutions for agency-wide deployment of identity management and physical access control services. A core component of these services is the implementation of the HSPD-12 mandate and related OMB guidance and federal standards, including agency compliance with the [Federal Identity Credentialing and Access Management \(ICAM\) segment architecture](#).

The Government has an existing HSPD-12 program and many of the tasks defined in this SOW have already begun under a prior contract, and will be in varied stages of completion prior to award. Upon award, the Contractor will be expected to evaluate the status of any tasks already begun and develop a plan to remediate any noted deficiencies and complete any outstanding work. The Contractor will be given 30 calendar days to conduct a transition from the previous Contractor. If the incumbent is awarded this time and materials/labor hour contract, then no transition is expected or required.

In accordance with the Office of Management and Budget memorandum 06-18, "*Acquisition of Products and Services for Implementation of HSPD-12*", the offeror shall be a Qualified HSPD-12 Service Provider and be listed on GSA Schedule 70, 132-62 <http://www.gsaelibrary.gsa.gov/ElibMain/sinDetails.do?scheduleNumber=70&specialItemNumber=132+62&executeQuery=YES>.

The EPA will issue this order as a Time and Materials/labor hour contract with a one (1) year base period and four (4) one-year option periods.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS— COMMERCIAL ITEM ACQUISITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates or the offeror under a common control.

(End of Provision)

B.2 PAYMENT -- FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.* (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule

provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts. (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) *Contracting Officer Notification.* For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) *Maximum amount.* The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

B.3 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—TIME AND MATERIALS OR LABOR HOUR CONTRACT (1552.217-75)(APR 1984)

(a) The Government has the option to extend the effective period of this contract for (4) four additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the “Ceiling Price” clause will be modified to reflect a new and separate ceiling price of \$___ for the first option period and a new and separate ceiling price of \$___ for the second option period.

As specified per the Task Order.

(c) The “Effective Period of the Contract” clause will be modified to cover a base period from

<u>Period</u>	<u>Start date</u>	<u>End date</u>
Base	Award Date	Award Date + 12 months
Option Period I:	Award Date + 12 months	Award Date + 24 months
Option Period II:	Award Date + 24 months	Award Date + 36 months
Option Period III:	Award Date + 36 months	Award Date + 48 months
Option Period IV:	Award Date + 48 months	Award Date + 60 months

(End of clause)

B.4 The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: Date of award through one year later

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0001	Senior Program Manager	900		\$	\$
0002	Identity Management Lifecycle Task Lead	2,000		\$	\$
0003	PACS Project Task Lead	2,000		\$	\$
0004	Privacy and Security Task Lead	2,000		\$	\$
0005	To Be Determined by Vendor (NTE)	18,820		\$	\$

Subtotal: 25,720

Item	Other Direct Costs	Total
0009	Travel	\$
0010	Materials	\$

Optional Support – EPA Locations

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0011	HSPD-12 Specialist	2,000		\$	\$

OPTION PERIOD I: Date of award through one year later

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0001	Senior Program Manager	900		\$	\$
0002	Identity Management Lifecycle Task Lead	2,000		\$	\$
0003	PACS Project Task Lead	2,000		\$	\$
0004	Privacy and Security Task Lead	2,000		\$	\$
0005	To Be Determined by Vendor (NTE)	18,820		\$	\$

Subtotal: 25,720

Item	Other Direct Costs	Total
0009	Travel	\$
0010	Materials	\$

Optional Support – EPA Locations

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0011	HSPD-12 Specialist	2,000		\$	\$

OPTION PERIOD II: Date of award through one year later

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0001	Senior Program Manager	900		\$	\$
0002	Identity Management Lifecycle Task Lead	2,000		\$	\$
0003	PACS Project Task Lead	2,000		\$	\$
0004	Privacy and Security Task Lead	2,000		\$	\$
0005	To Be Determined by Vendor (NTE)	18,820		\$	\$
Subtotal:		25,720			

Item	Other Direct Costs	Total
0009	Travel	\$
0010	Materials	\$

Optional Support – EPA Locations

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0011	HSPD-12 Specialist	2,000			\$

OPTION PERIOD III:

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0001	Senior Program Manager	900		\$	\$
0002	Identity Management Lifecycle Task Lead	2,000		\$	\$
0003	PACS Project Task Lead	2,000		\$	\$
0004	Privacy and Security Task Lead	2,000		\$	\$
0005	To Be Determined by Vendor (NTE)	18,820		\$	\$
Subtotal:		25,720			

Item	Other Direct Costs	Total
0009	Travel	\$
0010	Materials	\$

Optional Support – EPA Locations

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0011	HSPD-12 Specialist	2,000		\$	\$

OPTION PERIOD IV: Date of award through one year later

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0001	Senior Program Manager	900		\$	\$
0002	Identity Management Lifecycle Task Lead	2,000		\$	\$
0003	PACS Project Task Lead	2,000		\$	\$
0004	Privacy and Security Task Lead	2,000		\$	\$
0005	To Be Determined by Vendor (NTE)	18,820		\$	\$
Subtotal:		25,720			

Item	Other Direct Costs	Total
0009	Travel	\$
0010	Materials	\$

Optional Support – EPA Locations

Item	Labor Classification	Estimated Direct Quantity	Fixed Hourly Labor Hrs	Rate	Total
0011	HSPD-12 Specialist	2,000		\$	\$

B.6 CUSTOM -- MATERIALS

All materials purchased for the performance for this contract shall not exceed the ceiling price of \$300,000.00 per year for the life of the contract.

B.7 CUSTOM -- OPTION FOR INCREASED QUANTITY

The Government may increase the quantity of services called for Task 9 per the Statement of Work. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of the request for optional support**. The support of the task shall continue at the same rate called for under the contract, unless the parties otherwise agree.

B.8 CUSTOM – OTHER DIRECT COSTS

Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with FAR regulations. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

For the following categories, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

Miscellaneous Other Direct Costs are considered to include local and long distance travel, material and equipment, supplies for the normal conduct of business, parking of the vans needed for contract performance, training, photocopying, which are necessary for contract performance.

Relocation costs and travel costs incidental to relocation of personnel are not allowable.

<u>Period</u>	<u>Other Direct Costs</u>	<u>G & A*</u>	<u>Total ODC Amount</u>
Base	TBD	0%	TBD
Option Period I	TBD		
Option Period II	TBD		
Option Period III	TBD		
Option Period IV	TBD		

* General and Administrative or material handling charge applicable to ODCs and in accordance with contractor's normal accounting practice.

Other Direct Costs to be incurred in direct support of this contract effort and not covered by the contractor's overhead rates may be charged against the contract. G & A expense as applied to other direct costs may be charged against this contract, subject to the conditions specified in the clause entitled "Indirect Costs". A fee/profit applied to other direct costs is not considered allowable under this contract.

If travel is required, the travel must be approved by the Contracting Officer and the Project Officer before any travel expenses are incurred. The Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

The Contractor may be required to furnish to the Contracting Officer documentary proof of travel expenditures, including receipts for common carrier transportation and lodging expenditures. The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

Miscellaneous Expenses—ODCs for miscellaneous expenses should be limited to costs of those items indicated above. ODCs not associated with these categories should be clearly justified.

(End of Clause)

B.9 LIMITATION OF FUNDS (FAR 52.232-22)(APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000)(NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as Attachment #1.

SECTION D - PACKAGING AND MARKING

[For this solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	May 2001	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/pr contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with the Statement of Work. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

(End of clause)

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish **3** copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

- (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
- (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
- (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
- (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
- (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.
- (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addressees on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232–70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee
1	Project Officer – Edna Reynolds
1	Alternate Project Officer – Ed Terry
1	Contracting Officer – Benita Jackson

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING—BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from the effective date of the contract through expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Edna Reynolds -- Primary Contracting Officer Representative

Ed Terry -- Alternate Contracting Officer Representative

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70)(JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block **18a** on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the

payment request. Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES

Edna Reynolds -- Primary Contracting Officer Representative
reynolds.edna@epa.gov
202-564-9958

Ed Terry -- Alternate Contracting Officer Representative
terry.ed@epa.gov
202-564-3856

Benita Jackson -- Contracting Officer
jackson.benita@epa.gov
202-564-2996

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71)(AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

(End of clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST ALT I (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for

default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71)(JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

(End of clause)

H.4 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

H.5 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79)(APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235–71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H.6 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79)(JAN 2012)

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, contract, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements.* Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

H.7 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

H.8 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7)(FEB 2012)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).
(End of provision)

H.9 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

H.10 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79)(JAN 2012)

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order,

contract, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements. Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

H.11 KEY PERSONNEL (EPAAR 1552.237-72) APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

- Senior Program/Project Manager
- Identity Management Lifecycle Task Lead
- Physical Access Control System (PACS) Project Task Lead
- Privacy and Security Task Lead

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.12 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76)(JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in

the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.* (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H.13 TECHNICAL DIRECTION (EPAAR 1552.237-71)(AUG 2009)

(a) Definitions.

Contracting officer technical representative (COR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Contract, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any contract there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or contract;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract;
- (4) Alters the period of performance of the contract; or
- (5) Changes any of the other terms or conditions of the contract.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

H.14 CUSTOM – AUTHORIZING OVERTIME

The Contractor shall obtain written authorization from the Project Officer, with copies to the Contracting Officer, of any overtime ordered up to the limits specified in the contract. The Contractor shall obtain written authorization from the Contracting Officer prior to working any overtime beyond that authorized in the contract.

Approvals for using overtime shall be approved in advance of the work being performed, but if justified by emergency circumstances, approval may be granted retroactively. In emergency situations, the Contractor shall obtain oral approval from the Contracting Officer, or the designated Project Officer, prior to incurring overtime. The Contractor must be provided written confirmation of the oral approval of overtime by the next business day.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
FAR 52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
FAR 52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
FAR 52.203-16	DEC 2011	PREVENTING PERSONAL CONFLICTS OF INTEREST
FAR 52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
FAR 52.204-7	DEC 2012	CENTRAL CONTRACTOR REGISTRATION
FAR 52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
FAR 52.209-2	MAY 2011	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION
FAR 52.212-4	FEB 2012	CONTRACT TERMS AND CONDITIONS
FAR 52.212-4	AUG 2012	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS. ALT I
FAR 52.216-24	APR 1984	LIMITATION OF GOVERNMENT LIABILITY
FAR 52.216-25	OCT 2010	CONTRACT DEFINITIZATION
FAR 52.225-13	JUN 2008	RESTRICTION ON CERTAIN FOREIGN PURCHASES
FAR 52.228-5	JAN 1997	INSURANCE—WORK ON A GOVERNMENT INSTALLATION
FAR 52.232.1	APR 1984	PAYMENTS
FAR 52.232-17	OCT 2010	INTEREST
FAR 52.233-1	JULY 2002	DISPUTES
FAR 52.233-2	SEPT 2006	SERVICE OF PROTEST
FAR 52.233-3	AUG 1996	PROTEST AFTER AWARD
FAR 52.233-4	OCT 2004	APPLICABLE LAW OF BREACH OF CONTRACT CLAIM
FAR 52.243-3	SEPT 2000	CHANGES – TIME AND MATERIALS OR LABOR HOURS
FAR52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR 52.245-1	AUG 2012	GOVERNMENT PROPERTY
FAR 52.245-9	AUG 2012	USE AND CHARGES
FAR 52.242-15	AUG 1989	STOP-WORK ORDER
FAR 52.246-23	FEB 1997	LIMITATION OF LIABILITY
FAR 52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
FAR 52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
EPAAR 1552.208-70	DEC 2005	PRINTING
EPAAR 1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
EPAAR 1552.237-75	APR 1984	PAPERWORK REDUCTION ACT

1.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5)(Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- ___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

- ___ (11) [Reserved]
- ___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- X (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)([15 U.S.C. 657f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

- ☒ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☒ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ☒ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- ___ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (Nov 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ☒ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ☒ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.3 ORDERING (FAR 52.216-18)(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8)(NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract completion.

(End of Clause)

I.5 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>
<http://farsite.hill.af.mil/VFEPAARA.HTM>

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**J.1 LIST ATTACHMENTS**

Number	Attachment Title
1	STATEMENT OF WORK
2	PACS HARDWARE
3	HSPD-12 PRODUCTS AND SERVICES LIST SIN 132-62
4	QUALITY ASSURANCE SURVEILLANCE PLAN
5	AGENCY SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL
6	LABOR CATEGORY QUALIFICATIONS
7	PRICE PROPOSAL TEMPLATE
8	CLIENT AUTHORIZATION LETTER
9	PAST PERFORMANCE QUESTIONNAIRE
10	INVOICE PREPARATION INSTRUCTIONS – SF1034

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)(SEP 2007)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.

(End of Provision)

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3)(OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt):

☐ Corporate entity (tax-exempt):

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

K.3 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8)(DEC 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541511

(2) The small business size standard is \$25.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.4 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70)(APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

(End of provision)

K.5 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)(APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	DEC 2012	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.215-3	OCT 1997	REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

L.2 AWARD WITHOUT DISCUSSIONS

In accordance with Section L clause, FAR 52.215-1, INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION, the Government reserves the right to award a contract without discussions and based upon the offerors initial proposal. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary, the Government reserves the right to conduct discussions with offerors.

L.3 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award of a Time and Materials (T&M)/Labor Hour contract resulting from this solicitation.

L.4 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)(JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

(End of Provision)

L.5 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)(APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(End of provision)

L.6 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75)(OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$ 100,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

* Indicates that the contracting officer inserts applicable dollar figure and number.

(End of clause)

L.7 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than **May 3, 2013**. EPA will answer questions which may affect offers in an amendment to this solicitation. EPA will not reference the source of the questions.

L.8 PROPOSAL PREPARATION INSTRUCTIONS

Offerors shall submit all information electronically. Offeror's responses to this RFP shall consist of **two separate volumes/files** (Volume 1: Technical; Volume 2: Price). Volume I should consist of three (3) sections: Technical Capability and Approach, Management and Staffing Approach, and Past Performance and Past Experience. No pricing information shall be included in Volume I.

The offeror should not use font smaller than 8 point, Arial or Times New Roman, except for diagrams which shall use font sizes no smaller than 6 point. The offeror should provide a table of contents for each volume. The offeror should identify all attachments or appendices in the table of contents. The offeror shall limit Volume 1, Technical, to no more than 50 pages, 8.5 x 11" pages; including table of contents, resumes and past performance references. Required attachments and appendices are NOT included in this limitation. Pages submitted beyond the page limitation will not be reviewed by EPA.

The following introductory information (letter format is acceptable) is required on the first page of Volume I of your offer:

- (a) RFP Number
- (b) Name and address of offeror
- (c) Name, telephone number & Email address of main point-of-contact
- (d) Name of your contract administration office
- (e) Date of submission,
- (f) Name, title and signature of authorized representative,
- (g) DUNS number, and
- (h) Exceptions to RFP/SOW.

Any exceptions or conditional assumptions taken with respect to the requirements of this project shall be explained on the cover page of the written submission. However, vendors shall note that exceptions or deviations to the requirement may render responses ineligible for award.

TECHNICAL PROPOSAL INSTRUCTIONS

The technical approach shall present the offeror's ability to satisfy the requirements described in all Task Areas of the SOW.

Section 1: Technical Capability and Approach

1. The offeror shall describe in detail all aspects and steps of PIV card lifecycle management, and include examples and descriptions of common operational issues encountered in each step of the PIV lifecycle management as well as the mitigation measures for each issue. The offeror shall also include a discussion of all EPA-specific hardware and software components used in the PIV card lifecycle management processes.
2. The offeror shall describe their technical approach to transitioning the current EPA HSPD-12 *Personnel Access and Security System* (EPASS) implementation to meet the requirements of the [ICAM segment architecture](#).

3. The offeror shall describe significant factors in integrating an identity management system into PIV card management and biometric collection systems.
4. The offeror shall describe their approach to ensuring the card management system, identity proofing and identity management systems and other related systems (e.g. PACS), are operated in accordance with federal information security standards. The offeror shall also describe a detailed plan for how they propose to support all Information Security Management and Privacy Act requirements, including FISMA, CPIC and relevant OMB memorandum.
5. The offeror shall describe their technical approach to developing a centralized physical access control infrastructure that will facilitate the centralized access control management and implementation across the different EPA PACS platforms (i.e. Hirsch Velocity, Facility Commander, Software House C·Cure 9000 and AMAG Homeland Security Edition). The offeror's technical approach shall include a description of all software and hardware components required to develop such a platform and the network communications capability requirements (e.g. bandwidth, security) needed to support a centralized physical access control infrastructure. The offeror shall also describe specific performance and security considerations arising from operating enterprise-level PACS over federal government local and wide area networks. The offeror shall also describe their plan to assist the EPA in transitioning their current HSPD-12 PACS implementations to meet the requirements in chapters 8, 9 and 10 in the [FICAM Roadmap and Implementation Guidance, version 2.0.](#)
6. The offeror shall describe all processes, specific operational issues and mitigation measures required to maintain a validated public key infrastructure for the MyID9 card management system and the nCipher NetHSM 2000 hardware security module.

Section 2: Management and Staffing Approach

The offeror shall describe their staffing approach and include resumes for all proposed key personnel. The resumes for each of the key personnel shall provide detailed information to demonstrate their specific experience with the SOW Tasks, such as duration of experience on specific projects, areas of primary responsibilities, description of experience with each of the hardware and software components. The staffing approach for each proposed team member shall describe the personnel roles and specific responsibilities in implementing the SOW tasks, and hands-on knowledge for the various tasks.

The offeror shall describe their staffing approach and the procedure for replacing personnel when team vacancies occur and the requisite training and experience needed by specific positions for each Task area.

The offeror shall provide copies of all relevant certifications and training for all personnel required to support all aspects of this project. The offeror shall provide proof of certifications, training or experience for Microsoft SQL 2008. The offeror shall also describe their phase-in plan to transition from the incumbent Contractor and the timeframe to achieve fully operational status and describe any specific qualifications replacement personnel must possess.

The offeror shall provide a Quality Management Plan that describes in detail the procedures and metrics the offeror will use to monitor their performance throughout the projects lifecycle.

The offeror shall describe all clarifications, assumptions, and exclusions for this project. Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. *Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.*

Section 3: Past Performance and Past Experience

Offerors shall identify up to three federal government contracts which they have recently performed (within the last 5 years) or are currently performing. For projects where the offeror was a subcontractor to a prime Contractor, the offeror shall provide the following prime/subcontract information:

1. Contract number, contract type and dollar value. Date of contract award and period of performance
2. Name, address, e-mail and telephone numbers of the government's contracting officer and contracting officer's technical representative(s).
3. Detailed description of contract work and responsibilities for government contracts similar in size and scope to Tasks 1 through 9 in this SOW.
4. Offerors should list, for each project, the manufacturer and version of all discrete systems (e.g. biometric, IDMS, PACS, CMS) including the specific hardware and software models and versions used for all tasks in the project for which the offeror was primarily responsible to demonstrate experience applicable to the EPA project.

In addition to considering past performance information provided in the offeror's submission, past performance evaluations may also be based on the offeror's supplied references, information obtained through federal performance tracking databases, and other information obtained by the Government from other sources.

The offeror should also describe the extent, depth and quality of recent corporate experience in performing the same or similar work as this solicitation and the offeror's use of systemic improvements. The offeror's corporate experience should include sufficient detail to demonstrate expertise with all hardware, software and integration services described in this solicitation.

PRICE PROPOSAL INSTRUCTIONS

The Contractor's price proposal shall consist of the following items:

- (1) Price. Identify the labor category and discounted hourly rates to perform all of the services described in the Statement of Work. The offeror shall individually price all tasks (both required and optional) and for each task provide a labor mix, including labor categories, labor hours, labor rates, and total cost by labor category. The Government reserves the right to order these services on a Not-to-Exceed labor hour basis. A ceiling will be set for any labor hour services ordered under this the contract.
- (2) Discounts. Include proposed discounts from your labor rates applicable during the life of the contract.

(3) ODC's. The offeror shall itemize all Other Direct Costs (ODC's) which may be necessary to perform the work. The offeror shall, at a minimum, include \$20,000 for travel and \$300,000 per year for materials in performance of this task.

(4) Assumptions. The offeror shall describe any assumptions used to develop the proposed pricing.

The offeror must use the attached pricing template in preparing its pricing proposal (Attachment 7).

This request for proposals does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. Nor does it commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this procurement.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5)(JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES—NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70)(AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515).

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism.

Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in [1552.215-71, Evaluation Factors for Award](#) and described on pages 8 and 8 in the RFP.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

(End of provision)

M.3 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2)(Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capability and Approach
2. Management and Staffing Approach
3. Past Performance and Past Experience

For this requirement, all evaluation factors, other than price, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

M.5 EVALUATION FACTORS FOR AWARD (1552.215-71)(AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

Factor 1 – Technical Capability and Approach

The Government will evaluate the degree to which the offeror provides:

1. A comprehensive and detailed description of the steps in PIV card lifecycle management, including common operational challenges and the mitigation measures for each challenge as well as a discussion of the hardware and software used in PIV card lifecycle management as described in the SOW.
2. A comprehensive and detailed discussion of the technical approach to transition the current EPASS implementation to meet the requirements of the ICAM segment architecture.
3. A comprehensive and detailed discussion of the significant challenges in integrating an identity management system with card management and biometric collection systems.
4. A detailed plan for ensuring that all EPASS systems (e.g. CMS, IDMS, biometric and PACS) are operated in accordance with federal information technology security standards and OMB reporting requirements.

5. A detailed technical approach to developing a centralized PACS infrastructure to facilitate the centralized access control management implementation across the different EPA PACS platforms (i.e. Hirsch Velocity, Facility Commander, Software House C-Cure 9000 and AMAG Homeland Security Edition as well as a discussion of the specific performance and technical considerations from operating enterprise-levels PACS over a Federal government network as well as a transition plan to assist EPA in moving towards the FICAM end state for PACS.
6. A detailed discussion of all specific processes, operational issues and mitigation measures required to maintain a validated public key infrastructure and card management system.

Factor 2 – Management and Staffing Approach

The Government will evaluate the degree to which the offeror's project personnel possess relevant skills and experience and demonstrate the knowledge and experience for performing the work required of the SOW; and the degree to which all proposed personnel demonstrate specific experience with the proposed solutions and specific qualifications relative to the SOW areas. The Government will also evaluate the offeror's phase-in plan describes all processes and steps required to achieve full operational status upon the contract start as well as the offeror's Quality Management Plan (QMP) that describes in detail the procedures and metrics the offeror will use to monitor their performance throughout the projects lifecycle.

Factor 3 – Past Performance and Past Experience

The Government will evaluate each offeror's past performance of HSPD-12 government projects of similar size, scope and complexity of the EPA project based upon customer satisfaction with the services and deliverables provided on past or current projects. The Government will also evaluate the relevancy of each project in terms of specific hardware and software systems utilized for each task in the SOW. An offeror's failure to specifically describe all hardware and software components for each project will result in an unacceptable rating.

Evaluation will be based on the extent, depth and quality of recent (within the last 5 years) past experience in performing the same or similar work as this solicitation and the offeror's use of systemic improvements. Particular emphasis will be placed on the degree to which the offeror's management can demonstrate a concise relationship between its past performance data and its systemic improvement efforts as well as presenting the systemic improvement management approach to be used during execution of the proposed contract.

(End of provision)

Scoring Plan

The evaluation of technical responses will be accomplished using the adjectival scoring method, for which definitions are provided below:

Outstanding: (O) – Very significantly exceeds and/or addresses most or all of the elements of the evaluation factor. With respect to the evaluation factor, the response surpasses an “Exceeds” rating. The offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.

Exceeds: (E) – Fully meets and/or addresses all elements of the evaluation factor and significantly exceeds many of the elements of the evaluation factor. With respect to the evaluation factor, the response exceeds an “Acceptable” rating. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency, productivity or quality.

Acceptable: (A) - Meets and/or addresses most elements of the evaluation factor. With respect to the evaluation factor, the response is considered complete, comprehensive, and exemplifies an understanding of the scope and depth of the requirements as well as the offeror’s understanding of the Government’s requirements.

Marginal: (M) – Less than “Acceptable.” There are some deficiencies and/or omissions in the technical response with respect to the evaluation factor and the response does not address or inadequately addresses significant elements of the evaluation factor.

Unacceptable: (U) – With respect to the evaluation factor, the technical response has many deficiencies and/or gross omissions and does not adequately address the evaluation factor.

ATTACHMENT 1
STATEMENT OF WORK

STATEMENT OF WORK

SECURITY MANAGEMENT DIVISION

EPASS Program Support Services

1.0 STATEMENT OF OBJECTIVES

1.1 Overview

The U.S. Environmental Protection Agency (EPA), Office of Administration and Resources Management (OARM), Office of Administration, Security Management Division (SMD) plans, organizes, directs and controls activities and program support for all physical and infrastructure and personnel security components for the Agency, including its Headquarters office in Washington, D.C. and all regional facilities and program office laboratories nationwide. The SMD is responsible for the coordination of all personnel badging functions including enrollment, issuance, badge printing, support desk, customer service, technical assistance and training. The SMD's core business activities include:

- Conducting security program evaluation, policy development and coordination nationally and locally.
- Leading and managing the EPA Classified National Security Information Program.
- Supporting the EPA's Homeland Security activities, including critical infrastructure protection, alert notifications, strategic and programmatic planning and implementation, National Incident Coordination Team participation, and emergency preparedness planning and implementation.
- Leading the EPA's Personnel Access and Security System (EPASS) smart card Personal Identity Verification (PIV) card physical access control system (PACS) program, in compliance with Homeland Security Presidential Directive 12 (HSPD-12).
- Leading the EPA's implementation of Intrusion Detection Systems (IDS) and Closed-Circuit Television (CCTV)
- Leading, coordinating, and managing the EPA's Personnel Security Program, including initiating and adjudicating background investigations, and granting national security clearances.
- In conjunction with other federal departments, agencies and EPA organizations, develops personnel security-related IT strategy to ensure system and process connectivity.
- Coordinating and managing a personnel security operations support desk and an EPASS support desk, providing customer service, guidance, technical assistance and training.
- Leading, coordinating, and managing the Headquarters Physical Security Programs at 18 facilities, including perimeter security, entrance and exit security, internal security, and security planning.

- Leading, coordinating, and managing the Headquarters Occupant Emergency Planning program, including training, communications, incident response, and drills.

This Statement of Work (SOW) will facilitate the EPA's implementation of common solutions for agency-wide deployment of identity management and physical access control services. A core component of these services is the implementation of the HSPD-12 mandate and related Office of Management and Budget (OMB) guidance and federal standards, including agency compliance with the Federal Identity Credentialing and Access Management (ICAM) segment architecture.

The EPA has an existing HSPD-12 program and many of the tasks defined in this SOW have already begun under a prior contract, and will be in varied stages of completion prior to award. Upon award, the Contractor will be expected to evaluate the status of any tasks already begun and develop a plan to remediate any noted deficiencies and complete any outstanding work. The Contractor will be given 30 calendar days to conduct a transition from the previous Contractor. If the incumbent is awarded this Contract, then no transition is expected or required.

1.2 Objectives

This section states the objectives relating to this specific task.

In support of the ongoing effort by EPA to meet the requirements of its HSPD-12 — *Policy for a Common Identification Standard for Federal Employees and Contractors* and the Federal Identity, Credential, and Access Management (FICAM) Roadmap, EPA requires contractor support for its EPASS Program and implementation of the FICAM roadmap initiatives.

The Directive established the policy and the National Institute for Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 201-1 set forth the overall technical requirements. The Contractor must approach each set of requirements, HSPD-12, FIPS 201-1 and Personal Identity Verification (PIV) I and II, as components of a comprehensive system. EPA's HSPD-12 implementation is called the EPA Personnel Access and Security System (EPASS). The FIPS-201-1 PIV card created for EPA is the EPASS badge.

EPA's implementation of HSPD-12 is divided into three areas: PIV card, PACS and Logical Access Control System (LACS). SMD has responsibility for the PIV card and PACS whereas the EPA's Office of Environmental Information (OEI) is responsible for LACS, which will not be covered under this SOW. During the period of performance of this SOW, the Agency will continue to deploy HSPD-12 PIV card issuance and lifecycle management, and increase its implementation in using the electronic capabilities of the PIV credential across the Agency. This includes, but is not limited to development of required identity management service architecture in association with the Federal Identity, Credential, and Access Management (ICAM) Roadmap and Implementation Guidance.

The EPASS Program requirements include program management and planning support, identity management, PIV Smartcard lifecycle management; physical access control systems; systems management; privacy and security, FICAM implementation; and general support. The current enterprise architecture consists of an identity management system (IDMS), card management system (CMS), and PACS. The Contractor is expected to assist and support EPA in accurately and comprehensively integrating the program requirements within the construct of the Agency's enterprise architecture.

In addition, EPA will require support in implementing the FICAM Roadmap to ensure that the architecture, milestones, and implementation approaches will be leveraged to attain greater interoperability, access provisioning/de-provisioning, and increased security across the government.

2.0 EPASS Technical Environment

2.1 Systems Architecture

The IDMS is an Oracle database that use web services to transfer data to/from external systems and automates various activities required by FIPS 201-1 and EPA's business processes. In addition to the IDMS, the EPASS architecture consists of the Enrollment System (Aware Biometric Services Platform (BioSP) and Universal Registration Client (URC)), and MyID Card Management System. The CMS is connected to Operational Research Consultant's (ORC) public key infrastructure (PKI) shared service provider (SSP) via a secure LDAP (Port 636) and is secured with an authentication certificate. The CMS interfaces with the Hardware Security Module (netHSM) 2000 which provides all cryptographic functions on behalf of the CMS. The CMS interacts with the IDMS to produce personalized HSPD-12 compliant smart cards. PIV cards are printed using Fargo High Definition printers.

The Oracle-based Office of Administration Services Information Systems (OASIS) Personnel Security System (PSS) is tightly integrated into the EPASS Program; however, the OASIS PSS does not fall under the scope of this contract.

Table 1: Hardware and Software Components

Hardware Components	Software Components
Dell Servers	Windows 2003 Server R2 Standard and Enterprise editions
Apache Web Servers	Aware URC Client 1.9.5.0
Tomcat Web containers	Aware Biometric Services Platform (BioSP)
IIS Web Server	MYID 9.0 SP1

Canon Digital Camera	Docutector
Aware Enrollment workstations (laptop or desktop)	Drivers to support hardware
Omnikey Smart Card Reader Identix 4100 (limited locations)	Oracle Databases CMS database
CrossMatch 310 Verifier	Microsoft SQL database
Epson 4490 Flatbed Scanner	Base image of EPA desktop system
Fargo HDP 5000 Printers Fargo HDP600 Printers in EPA Locations	Net HSM 2000

The PACS consists of hardware and software including front end and backend equipment as well as middleware (see **ATTACHMENT 2** of the SOW).

The Contractor will serve as both the "systems integrator" and implementer on EPA's EPASS Program, including, but not limited to providing EPA technical and programmatic support, project management services, and the configuration, installation, and operation and maintenance of existing systems and the acquisition of new systems. This role will include coordination with a range of consultants and functional experts in the design, development, acquisition, integration, deployment and operation, and interoperability of the IDMS, CMS, and PACS. As such, the Contractor must be able to provide EPA with a one-stop shop for all services required to meet the control objectives of HSPD-12 and the technical requirements of NIST FIPS 201-1, applicable NIST standards (e.g., NIST Special Publications), OMB's HSPD-12-related guidance and direction, and the FICAM Roadmap implementation guidance.

3.0 Scope of Work

This SOW is broken down into core services, including program management and planning, identity proofing and registration, PIV smart card lifecycle management, PACS planning and management, information security management and privacy requirements, ICAM target state support, and general support. This section defines the requirements of this contract, including tasks (or subtasks) to be performed and deliverables, products or services to be provided to meet the contract objectives. The Contractor must be listed at the time of award and remain throughout the duration of the contract, on the GSA Federal Acquisition Service eLibrary website

<http://www.gsaelibrary.gsa.gov/ElibMain/sinDetails.do?executeQuery=YES&scheduleNumber=70&flag=&filter=&specialItemNumber=132+62> AND provide products from the FIPS 201 approved products list in accordance with OMB memorandum 06-18, "Acquisition of Products and Services for Implementation of HSPD-12". The Contractor shall provide all required personnel, management oversight, tools, processes, and other necessary resources to fully support this contract. This SOW contains required and optional tasks. The term "OPTIONAL TASK" indicates a task for which the Government at its discretion, may or may not execute as a contract modification as part of this Contract. The following table lists all required and optional

tasks:

Task #	Task Name	Task Type
1	Program Management and Planning Support	Required
2	Identity Management Support	Required
3	PIV Smart Card Lifecycle Management Support	Required
4	Physical Access Control Systems Management Support	Required
5	Systems Management Support	Required
6	Information Security Management and Privacy Act Requirements Support	Required
7	FICAM Implementation Support	Required
8	General Support	Required
9	Onsite Support at EPA Enrollment Locations (see Table 2 below on page 70)	Optional

A detailed discussion on each of these tasks is highlighted below.

Task 1: Program Management and Planning

The Contractor shall assist EPA with day-to-day management of the EPASS program to include but not limited to: revisions and updates to the project management plan, schedule, and milestones and deliverables; reconstitution of a comprehensive risk management approach; identification and prioritization of compliance requirements, tasks and resources, as well as reporting schedule and budget metrics using earned value management and capital planning and investment control techniques and principles. As the Systems Integrator, the Contractor shall ensure that all EPASS badges, electronic credentials, card personalization and equipment, authentication mechanisms, EPASS badge issuance, and all applicable procedures meet the control objectives of HSPD-12, the technical requirements of FIPS 201-1, and the applicable NIST Special Publications (SP), the procedural requirements of SP800-79, and applicable FIPS such as FIPS 140-2 and FIPS 180-2. The Contractor shall also ensure that the technical solutions provided for each functional area (e.g., EPASS badge, IDMS, CMS, PACS, and electronic authentication using both symmetric- and asymmetric-key encryption) are compatible with EPA's current implementation.

Operating and maintaining the EPASS Program requires special management attention because of its (i) importance to the agency's mission, (ii) operating and maintenance costs, and (iii) significant role in the agency's day-to-day operations. It is absolutely imperative that system integrators work collaboratively with the agency to provide services to ensure that tasks proceed through a systematic sequence of initiating, planning, executing, controlling, and closing. The Contractor shall provide the following support, examples of which are:

- A project management plan and plan of action and milestones, including a detailed description of each major task and a work breakdown structure consistent with the EPASS Program

and EPA ICAM requirements.

- Monthly cost and progress reports detailing both the percentage of work completed and funds expended for each task consistent with ANSI/EIA Standard 748-A.
- Assistance with Earned Value Management (EVM) and Capital Planning and Investment Controls (CPIC) to assess existing OMB Exhibit 300s for completeness and conformance to OMB requirements, develop Cost/Benefit Analysis and Business Cases, identify gaps and recommending areas for improvement, addressing identified gaps and developing material to improve the OMB Exhibit 300s, prepare updates and final draft of OMB Exhibit 300s, and address OMB 300 re-submission questions.
- Maintain a Risk Management plan including risk associated with each of the projects that make up the EPASS program. The Contractor shall generate monthly risk and issue management reports that include the actions being taken by the key stakeholders to alleviate, mitigate, and manage risks and issue.
- As part of program management, the Contractor shall maintain a centralized repository of program documentation, products, and deliverables. In addition, the Contractor shall provide deliverable and document management support for responses to oversight bodies such as the Government Accountability Office (GAO) and the Office of Management and Budget (OMB).
- This effort shall also include developing estimates of work to be performed, and establishing the necessary review of project plans, work breakdown structures and schedules, as applicable.
- Draft Project Plans shall be submitted to the Contracting Officer's Representative (COR) for review. Final Project Plans shall be forwarded to the EPA Project Manager and/or Contracting Officer's Representative.
- Quarterly posting of HSPD-12 information to data.gov website.
- Participation in weekly EPASS Program status and project team meetings.
- Technical and subject matter expertise for EPASS Program initiatives.

The Contractor shall perform tracking and governance efforts to provide adequate visibility into actual progress so that EPA management can take effective actions when the project deviates significantly from the plan. Tracking and governance shall also involve tracking and reviewing the project accomplishments and results against documented estimates, commitments, and plans, and adjusting these plans based on the actual accomplishments and results. For example, tasks include:

- Develop and maintain a master schedule by adding, changing or deleting approved changes to the existing milestones, ensuring that tasks have meaningful descriptions, track planned and actual dates, etc.
- Provide recommendations to address any schedule or cost variance associated with project plans.
- Coordinate and plan meetings, where appropriate, including program management reviews, and walk-through/design reviews.

- Provide project progress reports and other management documents as specified in project deliverables and as required by the Government management team.
- Develop and maintain a project risk register matrix
- Technical support to EPA to develop and maintain EPASS earned value management, OMB Exhibit 300 and 53, CPIC data calls, eCPIC entry, and OMB dashboard reporting.

Task 2: Identity Management

The scope of the EPA PIV card program consists of enrollment stations, system infrastructure through a centralized PIV Identity Management System (IDMS), card production facility, and card activation, finalization, and issuance. Currently, EPA has 45 enrollment and issuance stations located in EPA space and staffed by EPA employees and Contractor personnel who are jointly responsible for the identity management and all aspects of the EPA HSPD-12 implementation (**Table 2**). This includes serving as the main internal and external point of contact with respect to program planning, operations, business management, communications and technical strategy.

The Contractor shall update and maintain and, as necessary, develop procedures and systems for the collection, analysis, maintenance and safeguarding of personnel and biometric data of Federal employees and non-Federal workers who are EPASS eligible. Since 2007, EPA has issued nearly 18,000 EPASS badges to eligible employees, both Federal and non-Federal. Additionally, the Contractor will support the existing Aware Enrollment Stations and, as needed, upgrade, test and install identity proofing and biometric enrollment equipment that meets both NIST Special Publication 800-76 and the FBI's EFTS/F specifications; assist in the Certification and Accreditation of EPA's identity proofing, registration and EPASS badge issuance process using the guidance provided in NIST Special Publication 800-79 or any subsequent requirements. The Contractor shall support the existing PIV-II implementation to ensure that all EPASS badges issued follow the procedures laid out in Section 5.3.1 of FIPS 201-1. Additionally, the Contractor shall ensure that the EPASS IDMS integrates with EPA's personnel security system (OASIS) as the source for employee and non-Federal worker suitability checks.

The Contractor shall provide the following support, examples of which include:

- Revising/updating the functional requirements document detailing every requirement set forth in HSPD-12 and all applicable NIST documents. The functional requirements document shall cover all phases of the PIV process, including but not limited to: 1) Biometric Enrollment of a PIV Applicant; 2) Identity Management System (IDMS) for the management of biometric and identity proofing information; 3) a CMS; 4) Services of a PKI Shared Service Provider (PKISSP); 5) FIPS 201-compliant PACS, and 6) an Interface Control Document specifying the transactions between each system. The Contractor shall also revise/update standard operational procedure documents for the biometric enrollment system, IDMS, and CMS as necessary.

- The Contractor shall provide Help Desk functions to include: 1) a support number for badge holders and 2) an email support mailbox for the SmartCard support, to meet two business days response time.

Listed below are the current 45 Aware Enrollment locations, which may increase to a total of 60 locations during the life of the contract.

Table 2: EPA Aware Enrollment and Issuance Locations

Locations		Locations	
1	Washington, DC	24	Athens, GA
2	Potomac Yards, VA	25	Corvallis, OR
3	New York, NY	26	Gulf Breeze, FL
4	Philadelphia, PA	27	Lakewood, CO
5	Atlanta, GA	28	Chelmsford, MA
6	Chicago, IL	29	Wheeling, WV
7	San Francisco, CA	30	El Paso, TX
8	Cincinnati, OH	31	Anchorage, AK
9	Boston, MA	32	Bay St. Louis, MS
10	Denver, CO	33	Houston, TX
11	Seattle, WA	34	Boise, ID
12	RTP, NC	35	Westlake, OH
13	Ft. Meade, MD	36	Grosse Ile MI
14	Dallas, TX	37	Baton Rouge, LA
15	Duluth, MN	38	Golden, CO
16	Edison, NJ	39	Portland, OR
17	Montgomery, AL	40	Jacksonville, FL
18	Las Vegas, NV	41	Richmond, CA
19	Ada, OK	42	Los Angeles, CA
20	Ann Arbor, MI	43	Port Orchard, WA
21	Kansas City, KS	44	Santurce, PR
22	Narragansett, RI	45	1310 L Street, Washington, DC
23	Helena, MT		

Task 3 - PIV Smart Card Lifecycle Management

The Contractor shall maintain the EPASS badge lifecycle management program including: the design of compliant and Agency appropriate card topology and applications; identification of NIST-certified FIPS 201-1 compliant PIV cards based upon current and future requirements, card personalization and printing as required, and the CMS; development and implementation of EPASS badge inventory control and management processes, including Tier 3 (handling the most difficult or advanced problems) post-issuance support routed by the EPA Call Center; and maintenance of a comprehensive EPASS badge system and issuance lifecycle.

Additionally, the Contractor shall update and maintain procedures and systems for proper key management.

The Contractor shall assist EPA with the following activities, examples of which are:

- Managing the CMS to ensure data integrity and quality are sustained throughout the

myriad of HSPD-12 activities and operations.

- Issuing and managing PIV cards throughout the lifecycle of the cards.
- Destroying PIV cards when no longer needed in accordance with NIST SP800-88, Guidelines for Media Sanitization.
- Assuring seamless interoperability between the IDMS and CMS.
- Troubleshooting and resolving problems encountered, including equipment, system, and card errors or malfunctions.

Task 4: Physical Access Control Systems (PACS) Management

The Contractor shall provide technical guidance and consultation for implementing Physical Access Control Systems (PACS) EPA-wide. To date, EPA has approximately 32 locations that require upgrades to HSPD-12 compliant access control systems.

The Contractor shall assist EPA in developing SOWs that describe all technical requirements for planning, acquiring, installing, operating and maintaining facility-specific PACS compatible with EPASS badges, HSPD-12, NIST and EPA network security requirements. Additionally, the Contractor shall coordinate with internal EPA IT experts to develop an interface between the EPASS IDMS and the various PACS servers so that access rights can be managed through a central mechanism, i.e., EPA's PAC Central, which the Contractor shall develop. The Contractor shall assist with the connectivity to the Federal Bridge Certification Authority, which will serve as the authentication source for digital certificates for employee and personnel identity credentials needed for authentication for physical access. The Contractor shall conduct onsite surveys up to 20 facilities annually to determine the condition of existing or legacy PACS and the optimum migration plan to an HSPD-12 PACS. Generally, 5-8 EPA facilities are co-located in the same geographical area, thereby allowing for one travel trip to complete an onsite survey. The Contractor shall provide EPA recommendations on security system upgrades or replacements based on sound principles, professional judgment, EPA and federal requirements, and the business case. The Contractor shall assist EPA in developing Statements of Work (SOWs), cost estimates, technical evaluation criteria for PACS acquisitions, and in the technical evaluation process for new PACS contracts for new facilities.

The Contractor shall provide the following support functions to include, examples of which are:

- Performing onsite assessments at EPA facilities receiving an HSPD-12 PACS.
- Assisting EPA in developing and implementing a PACS Implementation Plan to ensure facility specific PACS solutions are fully compliant with the EPASS Program requirements and following the guidance of the FICAM for electronic PACS (ePACS).
- Ensuring federal employees and personnel can access EPA facilities nationwide with PIV-compliant cards in accordance with EPASS Program requirements.
- Assisting in acquiring, managing, and oversight support of each new installation, to include:

day-to-day project implementation; assist in the acquisition process with developing statements of work, scope estimates, deliverable reviews; and schedule management.

- Participate in site assessments activities to include analysis of the existing site conditions, legacy physical access control components, and optimal upgrade path for HSPD-12 compliance.
- Develop and maintain the PACS master schedule for each implementation project. Facilitate schedule updates with each site so as to ensure the most recent planned and completion dates are accurate.
- Review and provide comment for project artifacts as they pertain to each implementation, such as riser diagrams, bill of materials, and technical diagrams.
- Coordinate with EPA OEI personnel to ensure that new HSPD-12 PACS comply with EPA Enterprise Architecture requirements.

Task 5: Systems Management

The Contractor shall maintain the Aware enrollment and supporting applications that are hosted on servers managed by the OARM/OA Resources Management Services (RMS) staff. The Contractor shall ensure the application is performing to specification and shall resolve “bugs” when identified. In the event of such changes, the Contractor shall execute software testing and configuration management efforts prior to implementation into production. The Contractor shall maintain existing interfaces to other applications, and shall maintain the web pages of the SMD EPASS website in accordance with the One EPA Web guidelines, which are EPA-recommended practices for creating standardized, easy-to-use web pages. The One EPA Web Guide is the authoritative source for policies, practices and guidance for creating, hosting, deploying and maintaining Web sites and applications on the EPA Internet or Intranet. The Contractor shall coordinate with the Government Project Manager and/or COR and with the OARM/OA/RMS staff when there is a system outage and when hardware/ firmware or interface issues arise.

Technology Assessment

The Contractor shall provide the following support functions to include, examples of which are:

- Continuously research and evaluate new technology that could be exploited to better meet requirements, and support organizational goals and overarching objectives.
- Program planning and assessment of business processes to determine impact, including risk and trade-off, of implementing new technologies.
- Perform feasibility studies and recommend alternatives that advance the goals and objectives of the EPASS Program.

System Operations and Maintenance

The Contractor shall provide the following support functions to include, examples of which are:

- As the system is used enhancements will be identified by the Government relative to interface requirements and/or requirements driven by changes in the industry, legislative mandates, and business processes.
- The Contractor shall update Configuration Management documents to ensure full accountability of all changes incorporated into the system.
- The Contractor shall maintain configuration management control throughout the life of this contract.
- The Contractor shall maintain an EPASS test laboratory environment which will be used for development, maintenance and bug fixes for the Credentialing and PACS Central programs.
- Assist in the continuous monitoring and Certification and Accreditation of the EPASS system.

Task 6: Information Security Management and Privacy Act Requirements

The Contractor shall design, develop, deploy, and maintain a data collection system that is compliant with HSPD-12, FIPS 201-1, the Privacy Act, applicable privacy-related OMB memoranda, and the Paperwork Reduction Act. Additionally, the Contractor shall assist EPA in updating the Privacy Impact Assessment on EPA's FIPS 201-1 compliant systems, including the IDMS, CMS, and PACS. Furthermore, the Contractor shall provide assistance in the identification, maintenance, preparation and publication of Agency Privacy Act system of records notices. The Contractor shall also assist EPA in safeguarding and securing data, including personal identifiable information. The Contractor shall assist EPA in security authorization activities. The Contractor shall assist EPA with Federal Information Security Management Act (FISMA) reporting requirements. Under FISMA, EPA is required to periodically test and evaluate information security controls and techniques, track the remediation of information security weaknesses identified, and report the status of information security. XACTA is the online tool used at EPA to input data regarding reportable IT systems, track progress of remediation actions, and generate FISMA reports. The Contractor shall assist EPA in complying with EPA and federal security requirements, including but not limited to periodic updates to all security related documentation including the System Security Plan (SSP), Plan of Actions and Milestones (POAMs), Security Assessment Report (SAR) and other activities as they pertain to system authorization for the EPASS Program equipment and systems and to individual PACS installations. The Contractor shall also perform Security Testing and Evaluation of existing PACS, as needed.

Task 7: FICAM Implementation Support

EPA's implementation of the Federal Identity, Credential, and Access Management (FICAM) Roadmap is critically important to fully implementing and complying with the intent of the

Directive. From an intra-operability perspective, the Contractor shall support EPA's efforts to address functional components for logical and physical access integration within the Agency. Additionally, the Contractor shall need to support EPA in developing methodologies and business rules for PACS Central interoperability across EPA's facilities nationwide.

In terms of interoperability, the Contractor shall work closely with EPA and its partners and stakeholders to develop and implement a cost-effective and comprehensive approach for authenticating personnel internally and externally who possess a PIV compliant smart card in accordance with FIPS 201 and M-11-11.

The Contractor shall assist EPA by providing the following support, examples of which are:

- Assist EPA in developing technical guidance and policy supporting EPA ICAM initiatives;
- Assist EPA in developing business rules and standard operating procedures for intra-operability and interoperability.
- Assist EPA in the management, coordination and oversight of EPA's ICAM implementation progress and supporting effective progress reporting to internal EPA leadership stakeholders as well as external stakeholders such as OMB;
- Assist EPA in developing and delivering outreach materials to improve the overall situational awareness of employees and personnel.
- Assist EPA in working with other Federal agencies and departments to assist EPA in determining their business rules, SOPs, and schedules for fully complying with the HSPD 12, FIPS 201 and FICAM requirements.
- The Contractor may be tasked to assist EPA in supporting PIV-I (Personal Identity Verification – Interoperable) specifications to work with Federal PIV infrastructure elements such as card readers, and issued in a manner that allows Federal government relying parties to trust the card as defined in OMB Memorandum M-04-04 and NIST SP 800-63, as well as multi-factor authentication as defined in NIST SP 800-116.

INHERENTLY GOVERNMENTAL FUNCTION

The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative. The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor-provided technical support under this contract and make the final decision on all contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under this contract, absent express written advanced approval from EPA's Office of General Counsel.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

Task 8: General Support

The Contractor shall provide general EPASS Program support to EPA on a number of activities, examples of which are:

- Assisting EPA in developing presentation materials for briefings to senior management, partners and stakeholders, unions, employees, personnel and non-federal workforce.
- Assisting EPA in developing and updating web sites, SOPs, white papers, outreach materials, meeting notes, and internal guidance.
- Assisting EPA in researching, analyzing, and recommending options available to EPA in the repair, maintenance, operation, and upkeep of HSPD-12 equipment and systems.
- Assisting the SMD Property Officer in maintaining an accurate, complete, and updated inventory of HSPD-12 equipment and systems.
- Assisting EPA with liaisons with customers, partners, and stakeholders
- Assisting EPA with metric development and reporting

Task 9: Onsite Support at EPA Enrollment Locations (Optional Task)

The Government may exercise this Optional Task at any time during each period of performance based on the support needs of the EPA locations to require assistance. To exercise this option, the Contracting Officer will issue a contract modification so that the Contractor provides one on-site support staff at EPASS badge issuance locations (see Table 2 on page 70), as directed by the COR.

The scope of this task is to provide operational support for EPASS and EPASS processes; EPASS badge enrollment, printing, issuance, and lifecycle management; and technical support for the EPASS hardware and systems.

The Contractor shall provide EPASS Program support, examples of which are:

- Enroll and issue EPASS badges to all federal employees and nonfederal staff at the EPA.
- Provide EPASS applicant and badge holder support by addressing questions from EPA personnel and their managers in person, by email, and by telephone.
- Assist EPA with responding to general questions on HSPD-12, scheduling applicants for an enrollment or issuance appointment and performing badge enrollment and issuance functions. Any questions regarding security policy must be referred to EPA personnel.
- Assist EPA in performing EPASS badge PIN resets and enrolling badge holders' EPASS badges into the local and GSA PACS, if applicable.
- Assist EPA in performing basic triage for PACS reader issues and routes the call to facilities or the PACS integrator.
- Assist EPA in deactivating badges for those badge holders who are no longer with the agency or when badges are reported as 'lost/stolen' or returned as 'damaged.'
- Assist EPA in replacing EPASS badges when a badge holder reports a damaged badge or when the name has changed.
- Assist EPA in collecting and destroying all returned or damaged EPASS badges in accordance with established procedure.
- Assist EPA in performing EPASS hardware troubleshooting, regular printer cleaning, and preventive maintenance.

4.0 Contract Management

The Contractor PM shall manage this contract, provide oversight of the project, and perform quality assurance activities over their efforts. The Contractor shall develop and maintain a Contract Management Plan (CMP). The CMP shall contain, at a minimum, plans for staffing, quality assurance, risk management, cost and schedule tracking for their execution of this contract. The CMP shall include as appendices, a project organizational chart, Work Breakdown Structure/Project Schedule, and spend plan forecasting monthly and cumulative project expenditures; the Contractor shall update and deliver these three appendices monthly.

5.0 Quality Assurance

The Government will monitor the Contractor's performance using the Quality Assurance Surveillance Plan (QASP) (Attachment 4). The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements.

This task requires the Contractor to develop a Quality Management Plan (QMP) and maintain a thorough quality control program with the aim of identifying and correcting deficiencies in the quality of services before performance becomes unacceptable.

The purpose of the QASP is to describe the systematic methods used to monitor performance and identify the required documentation and the resources to be employed. The QASP provides EPA a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the SOW and the Contractor's QMP.

The Contractor shall develop a QMP that describes the Contractor's procedures for monitoring performance throughout the project's life cycle and deliver it to the COR no later than 30 calendar days after contract award. Quality must always be planned into a project in order to prevent unnecessary rework, waste, cost, and time. At a minimum, the QMP shall include the following:

- a. A description of follow-up procedures to ensure that deficiencies are corrected, and the time frames involved in correcting these deficiencies.
- b. A description of the records to be kept to document inspections and corrective or preventive actions taken.
- c. The records of inspections shall be kept and made available to the Government, when requested, throughout the performance period, and for the period after completion, until final settlement of any claims under this contract.
- d. The COR shall notify the Contractor, in writing, of deficiencies in the plan and allow 5 working days for a revision to be submitted.

6.0 Travel Requirements

The EPA anticipates there will be travel associated with this contract and travel shall only be applicable to work performed on a time and materials basis. When travel is required, the Contractor shall submit a travel request to the COR for approval prior to incurring any travel cost. All non-local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/portal/content/104790.

The EPA will not reimburse local travel under this contract. Examples of local travel which is not subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

7.0 Materials

Materials are to be provided by the Contractor when essential to the performance of this SOW and specifically approved by the COR. All materials purchased by the Contractor for the use or

ownership of the Federal Government becomes the property of the Federal Government. The Contractor shall document the transfer of materials in the monthly status report.

8.0 Government Furnished Items

- a. The Government will provide adequate office space, furniture, supplies, and access to necessary telecommunications for use in the performance of this contract. The Contractor's personnel shall comply with EPA regulations relating to the use of this equipment.
- b. The Government will not provide computer equipment, i.e., laptops for contractor personnel to use on this task. The contractor shall provide computer equipment for use on this task. The EPA will provide the Contractor access to printers and facsimiles.
- c. Upon award of the contract, the Contractor shall comply with EPA regulations relating to Government furnished property, property administration, and disposal.

9.0 Deliverables

Detailed below are the deliverables. Other deliverables will be defined and scheduled in the individual projects plans, as required.

Item	Required Deliverable	Due Date
1	Monthly Status Report	Monthly five (5) business days after the end of each month
2	Draft Performance Management Plan	21 business days after Award
3	Final Performance Management Plan and Quality Management Plan	30 business days after Award
4	Performance Management Plan – Supplemental	As Required
	Anticipated Deliverables for Each Project Managed	
5	Requirements Agreement	As Required
6	Estimates for PACS Projects	As Required
7	Project Plans	As Required
8	Work Breakdown Structure & Schedules	As Required
9	Milestone Schedule	As Identified in the Project Plan
10	Project Status Reports	As Required
11	Design Reviews	As Required
12	Earned Value Analysis	As Identified in the Project Plan
13	Create and maintain an EPASS artifacts library to include but not limited to identifying existing project artifacts, artifacts that don't exist that need development, and artifacts that require updates, etc.	Due 60 business days after contract award
14	Develop Master Schedule	1 Time – due 30 calendar days after contract award

15	Maintain the Master Schedule by adding, changing or deleting approved changes to the existing Work Breakdown Structure (WBS), ensuring that tasks have meaningful descriptions; track planned and actual dates, etc	Ongoing. Due Monthly
16	EVMS Dashboard and Management Reporting*	1 time – Due Monthly
17	EPASS OMB-300/53 Submission*	4 times - Quarterly
18	EPASS CPIC data calls*	Ongoing
19	EPASS Enterprise Architecture data calls*	1 time – Annually
20	Develop and maintain a project risk register matrix	1 time – Updated Monthly

* Specific due dates may vary from month to month because of holidays and special events but are generally around the same timeframe each month/quarter. Therefore, the COR will notify the Contractor in advance of deliverable's due dates if conditions warrant a change in the schedule.

9.1 Acceptance of Deliverables

The Government will review and comment on all draft and final deliverables within 10 business days of receipt. Acceptance or rejection of deliverables shall be made by the COR in writing, giving the specific reason(s) for the rejection. The Contractor shall correct the rejected deliverable and return it on the date specified by the COR.

Written documents delivered to the Government in draft and final form will be evaluated against the following acceptance criteria:

- Standards. The document conforms to the prescribed standard, where applicable.
- Completeness. The document covers all aspects of the subject matter.
- Clarity. The document is understandable by the intended user/recipient of the document.
- Consistency. The document is logically coherent both internally and in conjunction with other related documentation.
- Accuracy. The document is functionally and technically accurate.
- Editorial Accuracy. The document is free of typographical and grammatical errors, logically organized, and follows consistent formatting styles.

10.0 Place of Performance

Work shall be performed at the U.S. Environmental Protection Agency's Headquarters location, Washington, D.C. The optional Task 9 will be performed at a location (based on Table 2 on page 70) determined by the COR.

11.0 Personnel

11.1 Key Personnel

Table 3 describes some of the responsibilities of the Key Personnel and is not limited to the responsibilities identified below. Relevant experience is described in Attachment 6.

Table 3: Key Personnel Roles and Responsibilities		
Position/Years of Experience	Role	Responsibilities
Sr. Program/Project Manager At least 12 years of relevant experience	<ul style="list-style-type: none"> • Program Management • Issue and Risk Escalation • Contract Enforcement and Decision Making 	<ul style="list-style-type: none"> • Contractor Resource Management • Client Satisfaction • Personnel oversight and supervision • Identify and Manage Resource Gaps
Identity Management Lifecycle Task Lead At least 8 years of relevant experience	<ul style="list-style-type: none"> • Project Management • Issue and Risk Management • PIV Card Lifecycle Management 	<ul style="list-style-type: none"> • EPASS Lifecycle Management activities, i.e., IDMS, CMS, PKI • Customer Satisfaction • NIST Compliant Services and Products • PIV Integration services • EPASS production and oversight
PACS Project Task Lead At least 8 years of relevant experience	<ul style="list-style-type: none"> • PACS subject matter expert • Security Systems experience • Project Management • Issue and Risk Management 	<ul style="list-style-type: none"> • Overall Project Status Consolidation and Reporting • Use Project Management Professional (PMP) Standards and Methodologies • Document Decisions/Action Items of Team Meetings • Monitor Project Progress
Privacy and Security Task Lead At least 8 years of relevant experience	<ul style="list-style-type: none"> • Project Management • Issue and Risk Management • Privacy and Security Data Management Expert • IT Security 	<ul style="list-style-type: none"> • Privacy and Security requirements • IT Security deliverables • Reporting requirements for investments

12.0 Phase-In/Phase-Out Contract Transition Requirements

12.1 Project Phase-in: The Contractor shall use the time between contract award and contract start (30 calendar days) to prepare for and achieve fully operational status on the first day of required services. To accomplish this level of operational readiness, the Contractor shall implement its proposed phase-in plan. Site access will be permitted during phase-in to the extent that it does not interfere with the operation of the Incumbent

Contractor. The Contractor shall coordinate with the COR for site access permission. The Phase-In Plan shall address, at a minimum:

- Personnel recruitment
- Personnel orientation
- Site familiarization
- Material and equipment on-hand levels verification and validation
- Assumption of responsibility and accountability of Government furnished property
- Telephone Services
- Contractor provided supplies and equipment
- Timelines

Upon acceptance of the proposed phase-in plan, the Contractor shall commence setting up the infrastructure to accept and sustain the EPASS Program. This task involves the transition of the existing environment to one that would support the core service areas as defined in the scope of work. This phase will incorporate consolidation and streamlining of IT assets and various other activities that are deemed necessary by the EPA and the Contractor to begin services under the new contract.

This transition will involve installation and implementation of management tools and agents, inventory of all hardware and software, staffing plans and other preliminary activities needed to prepare for the start of the contract. The overarching objective of this phase is a low risk and low impact (to end-users) transition as the Contractor assumes responsibilities under the program.

12.2 Project Phase-out

The Contractor shall provide transition phase-out support and various activities to transition support to the Federal Government or another service provider at contract end-of-life.

The Incumbent Contractor shall maintain full contract compliance during the period of time leading up to contract expiration or termination. The Incumbent Contractor shall submit to the COR a Phase-Out Plan 30 calendar days before contract completion or termination after receiving notice from the Contracting Officer. The Contractor's Phase-Out Plan shall address, at a minimum:

- Procedures for retaining the staffing levels necessary to maintain required contract services through the day of contract expiration or termination.
- Procedures and responsibilities for performing physical inventory and reconciliation of Government Furnished Property.
- Procedures and responsibility for reconciling and certifying material and equipment on-hand levels and accuracy.

The Incumbent Contractor shall coordinate their phase-out activities with the incoming Contractor to produce a smooth transition at the end of the contract period. The Incumbent Contractor shall remove all of their Contractor-owned property from the Government spaces or facilities by close of business on the last day of the contract.

13.0 Other Provisions

13.1 Authorities

All Contractor personnel working onsite at the EPA on contract after December 1, 2011, must meet initial security requirements, including favorable fingerprint results, as stipulated in the SOW, (Attachment 5 - Agency Security Requirements for Contractor Personnel) before they begin onsite work. This revised process achieves parity between federal and nonfederal personnel security requirements.

14.0 Pre-Appointment Background Investigations

The EPA must conduct and favorably adjudicate background investigations for each Contractor employee prior to commencing work on this contract. The extent of the background investigation will vary depending upon the Risk Category associated with each position and whether each position is long- or short-term. Short-term is defined as contract employees having access to Federally-controlled information systems and/or unescorted access to Federally-controlled facilities or space for six months or fewer. The minimum pre-appointment investigative requirements are as follows:

- (1) High Risk Positions. The minimum background investigation required is a five year scope Background Investigation (BI), and the five year reinvestigation required is an Access National Agency Check with Inquiries (ANACI). The Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
- (2) Moderate Risk Positions. The minimum background investigation required is a Minimum Background Investigation (MBI) for “moderate” impact on the integrity and efficiency of the EPA or a Limited Background Investigation (LBI) for “serious” impact potential on the EPA’s integrity and efficiency. The five year reinvestigation required is a National Agency Check with Law and Credit (NACLC). The SF-85P is required.
- (3) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a National Agency Check with Written Inquiries (NACI) and the required five year reinvestigation is also a NACI. The SF-85, Questionnaire for Non-Sensitive Positions, is required.

Attachment 2:
PACS Hardware
Equipment

8/17/2012

PACS Info

System No.	Site(s)	PACS	No. PIV Card Readers	No. Ethernet Controllers	No. PACS Workstations	No. PACS Servers
1	Region 2 HQ, NY, NY	AMAG Symmetry HSE v7.0	131	13	1	1-GFE-VM*
	Edison laboratory, Edison, NY	AMAG Symmetry HSE v7.0	71	10	3	
	CEPD, Puerto Rico	AMAG Symmetry HSE v7.0	3	18	1	
2	Region 3 HQ, Philadelphia, PA	AMAG Symmetry HSE v6.2	159	16	5	1-GFE-VM*
	Boothwyn (COOP), PA	AMAG Symmetry HSE v6.2	10	1	1	
	Linwood, PA	AMAG Symmetry HSE v6.2	4	1	1	
	Wheeling, WV	AMAG Symmetry HSE v6.2	11	1	1	
3	Region 4 HQ, Atlanta, GA	FCWnx Enterprise 7.7	85	8	4	2
	R4 SESD, Athens, GA	FCWnx Enterprise 7.7	20	2	2	
	ORD, Athens, GA	FCWnx Enterprise 7.7	49	10	3	
4	RTP, NC	FCWnx Enterprise 7.6	353	47	9	2
5	Region 5 HQ, Chicago, IL	FCWnx Enterprise 7.6	73	7	3	2
	Region 5 Laboratory, Chicago, IL	FCWnx Enterprise 7.6	6	1	1	
	Region 5 (COOP) Willowbrook, IL	FCWnx Enterprise 7.6	11	1	1	
6	MED, Duluth, MN	FCWnx Enterprise 7.7	41	5	3	1-GFE-VM*
7	NVFEL, Ann Arbor, MI	FCWnx Enterprise 7.7	140	17	3	2
8	Region 6 HQ, Dallas, TX	Hirsch Velocity v3.1	106	20	4	2
	COOP, Addison, TX	Hirsch Velocity v3.1	35	5	1	

9	Region 8 HQ, Denver, CO	FCWnx Enterprise 7.7	96	9	3	2
	Region 8 Laboratory, Golden, CO	FCWnx Enterprise 7.7	23	2	1	
	Regional Office, Helena, MT	FCWnx Enterprise 7.7	5	1	1	
10	NEIC, Denver Federal Center, CO	FCWnx Enterprise 7.5	116	8	3	1
	NEIC - Secure Access Facility	FCWnx Professional 7.5	3	1	1	
11	Region 9 HQ, San Francisco, CA	FCWnx Enterprise 7.7	1	1	1	1-GFE-VM*
	Region 9 Laboratory, Richmond, CA	FCWnx Enterprise 7.7	23	2	3	

1-GFE-VM* -
government
furnished virtual
machine

Note: All systems operate over the EPA wide area- and local area networks. All federal information technology security requirements apply to all PACS servers, workstations and Ethernet controllers.

Attachment 3**HSPD-12 Products and Services Vendors SIN 132-62**

Source	Category	Vendor	City	State	Zip
70	132 62	3M COGENT, INC.	PASADENA	CA	91107-2147
70	132 62	ABBTECH PROFESSIONAL RESOURCES, INC	STERLING	VA	20164-4458
70	132 62	ACCENTURE FEDERAL SERVICES LLC	ARLINGTON	VA	22203-1807
70	132 62	ARROW ENTERPRISE COMPUTING SOLUTIONS INC.	ENGLEWOOD	CO	80112-3879
70	132 62	ASSETWORKS, INC.	WAYNE	PA	19087-1805
70	132 62	AVAYA GOVERNMENT SOLUTIONS INC.	FAIRFAX	VA	22033-4901
70	132 62	AVIDCARD, INC.	RANCHO SANTA FE	CA	92067-4825
70	132 62	AWARE, INC.	BEDFORD	MA	01730-1432
70	132 62	BOOZ ALLEN HAMILTON INC.	MCLEAN	VA	22102-4904
70	132 62	CENTECH GROUP, INC., THE	FALLS CHURCH	VA	22042-2356
70	132 62	CHRONOS SYSTEMS, INC.	CAMP SPRINGS	MD	20746-4343
70	132 62	CLEAR GOVERNMENT SOLUTIONS INC	BELTSVILLE	MD	20705-1561
70	132 62	COLORID, LLC	CORNELIUS	NC	28031-6430
70	132 62	COMMUNICATIONS RESOURCE, INCORPORATED	MC LEAN	VA	22102-4905
70	132 62	COMPUTER LITERACY WORLD INC	LANHAM	MD	20706-4350
70	132 62	COMPUTER SCIENCES CORPORATION	CHANTILLY	VA	20151-3819
70	132 62	CONDORTECH SERVICES, INC.	SPRINGFIELD	VA	22151-4302
70	132 62	CYBER ARMED SECURITY, LLC	ARLINGTON	VA	22201-5822
70	132 62	CYBERTRUST, INC.	ASHBURN	VA	20147-6105
70	132 62	DELL MARKETING L.P.	ROUND ROCK	TX	78682-0001
70	132 62	DELOITTE CONSULTING LLP	ALEXANDRIA	VA	22314-3456
70	132 62	DELPHINUS ENGINEERING CORP.	EDDYSTONE	PA	19022-1366
70	132 62	DRS TECHNICAL SERVICES, INC.	HERNDON	VA	20170-5807

Source	Category	Vendor	City	State	Zip
70	132 62	E & E ENTERPRISES GLOBAL, INC.	HAMPTON	VA	23666-1393
70	132 62	ELECTROSOFT SERVICES, INC.	RESTON	VA	20190-5259
70	132 62	EMENTUM, INC.	MILTON	DE	19968-9479
70	132 62	GEMALTO, INC.	AUSTIN	TX	78759-6426
70	132 62	GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.	FAIRFAX	VA	22030-2844
70	132 62	HP ENTERPRISE SERVICES, LLC	HERNDON	VA	20171-3225
70	132 62	ICF JACOB & SUNDSTROM, INC.	BALTIMORE	MD	21202-3003
70	132 62	IDENTIPHOTO COMPANY, LTD	WILLOUGHBY	OH	44094-8042
70	132 62	IMMIXTECHNOLOGY, INC.	MCLEAN	VA	22102-5112
70	132 62	INTERNATIONAL BUSINESS EXPRESS, INC.	WASHINGTON	DC	20012-1324
70	132 62	INTERNATIONAL BUSINESS MACHINES CORPORATION	BETHESDA	MD	20817-1826
70	132 62	K & A INDUSTRIES, INC.	SOUTH PLAINFIELD	NJ	07080-2405
70	132 62	LAMINEX, INC	GREENWOOD	SC	29649-7500
70	132 62	LS3 INC.	ODENTON	MD	21113-1114
70	132 62	MOUNT AIREY GROUP, INC.	FAIRFAX	VA	22032-1205
70	132 62	NATIONAL LAMINATING INC	RIVERSIDE	RI	02915-2221
70	132 62	OPERATIONAL RESEARCH CONSULTANTS, INC.	FAIRFAX	VA	22030-7400
70	132 62	PANTE' TECHNOLOGY CORPORATION	SUGAR LAND	TX	77478-3582
70	132 62	PRESIDIO NETWORKED SOLUTIONS, INC.	GREENBELT	MD	20770-3641
70	132 62	PROTIVITI GOVERNMENT SERVICES, INC.	ALEXANDRIA	VA	22314-2746
70	132 62	QINETIQ NORTH AMERICA, INC.	MCLEAN	VA	22102-3361
70	132 62	QUALITY SOFTWARE SERVICES, INC.	COLUMBIA	MD	21044-3331
70	132 62	SCB SOLUTIONS, INC.	ARLINGTON	VA	22201-4028
70	132 62	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	MC LEAN	VA	22102-3703

Source	Category	Vendor	City	State	Zip
70	132 62	SECURE MISSION SOLUTIONS LLC	FAIRFAX	VA	22031-4513
70	132 62	SERCO SERVICES INC.	RESTON	VA	20190-5869
70	132 62	SEVATEC INC.	FALLS CHURCH	VA	22042-4504
70	132 62	SIGNET TECHNOLOGIES, INC.	BELTSVILLE	MD	20705-1357
70	132 62	SYSTEMS ENGINEERING INC	DULLES	VA	20166-6510
70	132 62	TECHNOSOURCE INFORMATION SYSTEMS, LLC	ANNAPOLIS	MD	21401-8907
70	132 62	UNISYS CORPORATION	RESTON	VA	20190-4757
70	132 62	VIS, LLC	SOUTH BOSTON	VA	24592-3336
70	132 62	XTEC, INCORPORATED	MIAMI	FL	33126-2034

Attachment 4



QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Office of Administration and Resources Management
Office of Administration
Security Management Division

EPASS HSPD-12 Program Support Services

Issued April 25, 2013

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the SOW entitled EPASS Program Support Services. This plan sets forth the procedures and guidelines the Environmental Protection Agency will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1. Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the SOW and the Contractor's quality management plan (QMP), and to ensure that the government pays only for the level of services received.

This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2. Performance Management Approach

The SOW structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the Security Management Division's EPASS Program Management Team to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the SOW are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the Contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3. Performance Management Strategy

The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QMP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. The Contractor's QMP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the SOW. This QASP enables the government to take advantage of the Contractor's QC program.

The government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The government will make determination regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The Contractor shall be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2. ROLES AND RESPONSIBILITIES

2.1. The Contracting Officer

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

2.2 The Contracting Officer's Representative

The COR is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3. IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the SOW and in Attachment 4A, "Performance Requirements Summary." If the Contractor meets or exceeds the required service or performance level, they will receive a positive past performance reference. A

Contractor's failure to meet the required service or performance level will result in a negative past performance reference.

4. METHODOLOGIES TO MONITOR PERFORMANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

- Random monitoring, which shall be performed by the COR designated inspector.
- 100% Inspection – Each month, the COR, shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.
- Periodic Inspection – COR typically performs the periodic inspection on a monthly basis.

4.2 Customer Feedback

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation, identified in Attachment 4B.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

4.3 Acceptable Quality Levels

The acceptable quality levels (AQLs) included in Attachment 4A, Performance Requirements Summary Table, for Contractor performance are structured to allow the Contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For certain critical activities such as those involving Program, Identity, and PACS Management, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance at EPA.

5. QUALITY ASSURANCE DOCUMENTATION

5.1 The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the SOW and is assessed using the performance monitoring techniques shown in Attachment 4A.

5.2 Monitoring Form

The government's QA surveillance, performed by the COR, will be reported using the monitoring form in Attachment 4B. The form, when completed, will document the government's assessment of the Contractor's performance under the contract to ensure that the required results are being achieved.

The COR will retain a copy of all completed QA surveillance forms.

6. ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Determining Performance

The Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

6.2 Reporting

At the end of each month, the COR will prepare a written report summarizing the overall results of the quality assurance surveillance of the Contractor's performance. This written report, which includes the Contractor's submitted monthly report and the completed quality assurance monitoring form (Attachment 4B), will become part of the QA documentation. It will enable the government to demonstrate whether the Contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

6.3 Reviews and Resolution

The COR may require the Contractor's project manager, or a designated alternate, to meet with the CO and other government IPT personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the Contractor, including appropriate self-assessments by the Contractor; however, if the need arises, the Contractor will meet with the COR as often as required or per the Contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness
- Issues arising from the performance monitoring processes

ATTACHMENT 4A: QASP PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Positive and/or Negative)
Submit a Project Management Plan and plan of action and milestones, monthly EVM and CPIC reporting and provide continuous monitoring and updates. (SOW Task 1, Program Management and Planning)	100% of reports accurately depict current status	90% as determined by the QASP Quality Assurance Monitoring Form	File reviews, periodic inspections, and random, observations, customer complaints	Positive Past Performance Reference Negative Past Performance Reference
Revise/update functional requirements documents detailing every requirement set forth in HSPD-12 and all applicable NIST documents. (SOW Task 2, Identity Management)	Contractor is in compliance with QCP 97% of the submission	90% of the submission as determined by the QASP Quality Assurance Monitoring Form	File reviews, periodic inspections, and random, observations, customer complaints	Positive Past Performance Reference Negative Past Performance Reference
Develop a PACS Implementation Plan to ensure facility specific solutions are compliant with the EPASS Program requirements. (SOW Task 4, Physical Access Control Management)	Contractor is in compliance with QCP 97% of the submission	90% of the submission as determined by the QASP Quality Assurance Monitoring Form	File reviews, periodic inspections, and random, observations, customer complaints	Positive Past Performance Reference Negative Past Performance Reference
Submit required deliverables, as required. (SOW 9.0, Deliverables)	100% of reports accurately depict current status	90% as determined by the QASP Quality Assurance Monitoring Form	File reviews, periodic inspections, and random, observations, customer complaints	Positive Past Performance Reference Negative Past Performance Reference

SERVICE or STANDARD: _____

SURVEILLANCE METHOD (Check):

LEVEL OF SURVEILLANCE (Check):

ANALYSIS OF RESULTS:

Service Provider's Performance (Check): ☐ Meets Standards

Narrative of Performance During Survey Period: _____

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ATTACHMENT 5

AGENCY SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

December 1, 2011

Agency Security Requirements for Contractor Personnel

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**

Contractor employees needing unescorted physical access to a controlled EPA facility¹ for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).

- **For Unescorted Access for More than 6 Months**

Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). "Initiated" means that all initial security requirements have been met (paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors' employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees' security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

¹ A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

The EPA may make a determination of a contractor employee's fitness at any of the following points:

- When the EPA prescreens the individual's security forms. "Red flag" issues include:
 - Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
 - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
 - Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
 - Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;
- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

1) Initial Contractor Requirements

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.
- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
 - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
 - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
 - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.
- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
 - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at www.opm.gov/forms. Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
 - ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at http://www.opm.gov/forms/pdf_fill/of0306.pdf. Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.

- iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
 - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
 - v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
 - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
 - e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
 - f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
 - g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

4) Ongoing Contractor Security Responsibilities

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.
- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

ATTACHMENT 6

LABOR CATEGORY QUALIFICATIONS

For labor hours, the following labor category descriptions for key personnel are proposed for use under this Contract. Each offeror shall review the qualifications for each key personnel labor category and propose an equal or more qualified labor category.

Senior Program Manager/Principal Project Manager

General Experience: Requires a total of at least 12 years of Information Systems (IS) experience, including at least 7 years in a technical IS area such as system programming, technical support, HSPD-12 systems, or network engineering. Also requires at least 5 years experience as a task manager or supervisor. Requires substantial experience in project management and tracking, including these specific skills: detailed project analysis and planning; development of task descriptions and selection of staff members to accomplish tasks. Also requires demonstrated experience in team supervision and management for teams involving both contractor and client staff, and experience interacting with client managers and executives.

Functional Responsibility: Builds and manages teams of contractor personnel. Assists in defining and assesses project goals and develops specific implementation plans that include task dependencies and resource estimates. Operates within client guidance, contractual limitations, and policy directives. Selects and assigns tasks to team members or to client resources. Assumes responsibility for overall success of projects. Monitors progress of project. Works with team members to resolve difficult problems. Provides managerial oversight and guidance to team members.

Education: Master's Degree in Information Systems, Computer Science or equivalent in addition to Experience above.

HSPD-12 Identity Management Lifecycle Task Lead

General Experience: Requires a total of at least 8 years of Information Systems experience, including at least 7 years in a technical IS area such as system programming, application programming, HSPD-12 systems, or network engineering. Also requires at least 3 years experience as a task manager. Requires competence in task management and tracking, including these specific skills: general project analysis and planning; task documentation and tracking; written and oral status reporting; problem definition and resolution; change management and tracking. Also requires demonstrated experience in team leadership (including good interpersonal skills) for teams involving both contractor and client staff, and experience interacting with client managers.

Functional Responsibility: Leads teams of contractor personnel. Assesses general project goals and develops specific implementation plans that include task dependencies and resource estimates. Serves as focal point-of-contact with client regarding Personal Identity Verification (PIV) program activities. Assigns tasks to team members or to client resources. Conducts periodic task reviews. Monitors and reports on task progress. Works with team members to identify and resolve or escalate problems. Provides technical oversight and guidance to team members.

Education: Bachelor's Degree in Information Systems, Computer Science, or equivalent in addition to experience above.

Physical Access Control Systems (PACS) Project Task Lead

General Experience: Requires a total of at least 8 years of Information Systems experience, including at least 7 years in a technical IS area such as system programming, application programming, HSPD-12 systems, or network engineering. Also requires at least 3 years experience as a task manager. Requires competence in task management and tracking, including these specific skills: general project analysis

and planning; task documentation and tracking; written and oral status reporting; problem definition and resolution; change management and tracking. Also requires demonstrated experience in team leadership (including good interpersonal skills) for teams involving both contractor and client staff, and experience interacting with client managers.

Functional Responsibility: Leads teams of contractor personnel. Assesses general project goals and develops specific implementation plans that include task dependencies and resource estimates. Performs HSPD-12 security systems management, development, functional and data requirements analysis, systems analysis and design, programming, program design, and documentation preparation. Works with team members to identify and resolve or escalate problems. Provides technical oversight and guidance to team members.

Education: Bachelor's Degree in Information Systems, Computer Science, or equivalent in addition to experience above.

HSPD-12 Privacy and Security Task Lead

General Experience: Requires a total of at least 8 years of Information Systems experience, including at least 3 years in a technical IS area such as system programming, application programming, HSPD-12 systems, or network engineering. Also requires at least 3 years experience as a task manager. Requires competence in task management and tracking, including these specific skills: general project analysis and planning; task documentation and tracking; written and oral status reporting; problem definition and resolution; change management and tracking. Also requires demonstrated experience in team leadership (including good interpersonal skills) for teams involving both contractor and client staff, and experience interacting with client managers.

Functional Responsibility: Leads teams of contractor personnel. Assesses general project goals and develops specific implementation plans that include task dependencies and resource estimates. Assigns tasks to team members or to client resources. Conducts periodic task reviews. Monitors and reports on task progress. Works with team members to identify and resolve or escalate problems. Analyzes criteria for access controls for automated systems requiring protection. Performs computer security assessments and evaluations. Plans and conducts security risk analyses, security evaluations, and audits of information processing systems. Determines computer security compliance and effectiveness of information processing systems.

Education: Bachelor's Degree in Information Systems, Computer Science, or equivalent in addition to the experience above.

HSPD-12 Specialist (Optional)

General Experience: Requires a total of at least 5 years experience in HSPD-12 hardware and software systems such as biometric capture, identity proofing, HSPD-12 hardware and software maintenance.

Functional Responsibility: Requires experience working with identity proofing systems and system software support. Requires competence in documenting of system software implementations and in working with other IT staff to identify and resolve operating problems with system software. Analyzes and corrects problems associated with the software packages and works with the appropriate vendor(s) for problem resolution. Monitors system operation and corrects any errors or operating problems.

Education: Bachelor's Degree in Information Systems, Computer Science, or equivalent in addition to the experience cited above.

ATTACHMENT 7

PRICING TEMPLATE

EPASS Program Support Pricing Template

Base Year					Option 1	Option 2	Option 3	Option 4
Labor Cost								
Labor Category	# of Employees	Est. Hours	Hourly Labor Rate	Base Year Cost	Cost	Cost	Cost	Cost
Sr. Program Manager		900						
Identity Management Lifecycle Task Lead		2,000						
PACS Project Task Lead		2,000						
Privacy and Security Task Lead		2,000						
Remaining Labor Categories to be determined by Vendor – NTE 18,820 hours		18,820						
Total Labor Cost								
Other Direct Cost Estimate								
Materials - NTE								
Travel								
Total ODC Cost								
Optional Support		2,000						
Total Labor and ODC Cost								
Total Contract Cost								

ATTACHMENT 8
CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

[DATE]

[NAME AND ADDRESS OF REFERENCE]

Dear [REFERENCE POINT OF CONTACT],

We are currently responding to the U.S. Environmental Protection Agency (EPA) Request for Proposals (RFP) No. SOL-DC-13-00226, for the procurement titled: "EPASS Program Support Services". The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor.

Your name was given to the Government as a reference of our past performance on the following contracts with your agency/firm:

[INSERT LIST]

Attached is the Government's Past Performance Questionnaire. Please complete the attached questionnaire(s) to aid the Government in its evaluation of our past performance and email to brice.tanya@epa.gov. The EPA has requested receipt of this information **by close of business on June 12, 2013**, as the evaluation will commence shortly thereafter.

You are advised that it is Government policy that the identity of sources providing past performance information will not be released outside the Government.

We appreciate your efforts to help the Government fairly evaluate our past performance. Should you have any questions related to this matter, please contact Tanya Brice at brice.tanya@epa.gov.

Sincerely, [OFFEROR]

ATTACHMENT 9
PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire

This is a past performance questionnaire for The U.S. Environmental Protection Agency (EPA) to obtain past performance information on the contractor listed below. You should have received this questionnaire along with a Client Authorization Letter from the contractor listed below asking for your cooperation in completing this questionnaire. Information obtained in this questionnaire is for the sole purpose of evaluating the contractor's past performance history to assist EPA in determining the best value for award of a contract resulting from our solicitation.

As a reviewer, your participation in this questionnaire is greatly appreciated.

INSTRUCTIONS

To complete this questionnaire, the contractor should:

1. Complete the CONTRACT DATA section.
2. Forward this questionnaire along with a Client Authorization Letter to the reviewer.

To complete this questionnaire, the reviewer should:

1. Review the CONTRACT DATA section.
2. Review and complete the ADMINISTRATIVE INFORMATION section.
3. Complete the RATINGS section starting on Part II by evaluating and assigning a rating for quality, cost control, timeliness of performance, business relations, and customer satisfaction. Include a narrative for each rating if appropriate.
4. Return the questionnaire to the U.S. EPA by email to brice.tanya@epa.gov by close of business **on JUNE 12, 2013.**

Part I – Administrative Information: Vendor shall complete this section prior to submission to respondent, and respondent shall verify information submitted.

1. Vendor (contractor) Information

Name:

Address:

2. Client Organization Information

Name:

Address:

3. Program/Contract Information

Program/Contract Name:

Start/End Dates (including any options):

Initial Award Value:

Value of Options Exercised:

Total Value:

Contract Type (performance-based, fixed price, cost reimbursement, T&M, etc.):

4. Contact information for person providing the reference

Name:

Title:

Telephone number:

E-mail:

Mailing address:

Part II – Respondents please provide an evaluation of the contractor's performance on this program/contract using the following scale. Please use "N/A" for those factors that are not applicable or if performance data is not available. Also, please explain any "0" or "1" evaluations in the Remarks section at the bottom of form.

0

1

2

3

4

UNSATISFACTORY

MARGINAL

SATISFACTORY

VERY GOOD

EXCEPTIONAL

Performance does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has submitted minimal corrective actions, if any. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which proposed corrective actions taken by the contractor appear satisfactory, or completed corrective actions were satisfactory.

Performance meets all contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Performance significantly and consistently exceeds contract requirements to the Government's benefit through innovation or business process reengineering techniques, resulting in added value to the Government.

Throughout the performance on this contract, the contractor consistently:	
1. Performed in full compliance with the SOW and contract requirements/specifications.	
2. Was responsive to technical direction.	
3. Performed a successful contract transition with low impact to users and adhered to schedule	
4. Adhered to project schedule and cost estimates.	
5. Was responsive to contract changes and exhibited reasonableness in change order proposals.	
6. Provided complete and accurate billing.	
7. Exhibited excellence and reasonableness in working relationship with CO, COR, and other management personnel.	
8. Exhibited the ability to provide and retain experienced and qualified personnel.	
9. Managed their subcontractors and teaming partners well	
10. Provided effective quality assurance and/or inspection procedures to meet contract requirements.	
11. Corrected deficiencies in timely manner and pursuant to their quality control procedures.	
12. Maintained professional attitude and working relationship with customers and agency.	
13. Identified risks/problems as they occurred.	
14. Displayed initiative to solve problems.	
15. Achieved high levels (>85%) of customer/end-user satisfaction with products or services rendered.	
16. How would you rate the contractor's overall performance?	

For the following questions please provide yes/no answers by placing a "Y" or an "N" in the column:

17. Was the Contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."	
18. Would you award another contract to this contractor? If not, explain in "remarks."	

Remarks:

--

ATTACHMENT 10

INVOICE PREPARATION INSTRUCTIONS - SF 1034

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows.

(1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

(2) Voucher Number - insert the voucher number as shown on the Standard Form 1034. (3)

Schedule Number - leave blank.

(4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034. (6)

Articles or Services - insert the contract number as in the Standard Form 1034.

(7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS The

following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed. Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar

amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed

by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.